

telephonic notice, promptly confirmed by written notice, of the occurrence and estimated duration of the Force Majeure Event to the other party; and shall give prompt written notice when the Force Majeure Event has been remedied and performance can recommence hereunder. Buyer agrees that, in the event of a Force Majeure Event affecting the Plant, it will use its reasonable efforts to assist Seller in finding other buyers of hogs, including, if commercially feasible in Buyer's reasonable judgment, other hog processing plants of Buyer.

ARTICLE 11

NOTICES

Section 11.01

All notices required or permitted to be given hereunder shall be in writing and shall be deemed properly given when delivered in person to the party to be notified, or when sent by courier service, costs prepaid, or when sent by fax, to the party to be notified, at its address set forth below, or such other address within the continental United States of America as the party to be notified may have designated prior thereto by written notice to the other:

SELLER:	See Schedule 1
BUYER:	Ed Brems Swift & Company P.O. Box G Greeley, CO 80632 Fax No.: (303) 353-7922

ARTICLE 12

WAIVERS

Section 12.01

Failure of Buyer or Seller to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any right or remedies provided herein, or by law, or to properly notify either party in the event of breach or the acceptance of payment for any goods hereunder, shall not release either party from any of the warranties or obligations of this Contract, and shall not be deemed a waiver of any right by either party to insist upon strict performance hereof, or any of its rights or remedies as to any such goods regardless when